

# The Young

# Hong

# Daily

No. 8498 號八十九百九十八第

日四初月十年二十精光

HONGKONG, SATURDAY, OCTOBER 30<sup>th</sup>, 1886.

大英體

號十三月十英港香

PRICE 8/- PER MONTH

## SHIPS.

**FURNISHING DEPARTMENT.**  
October 29, ALEX, British steamer, 814, Kohler, Wuhan 23rd October, Rice—SIEMSEN & Co.  
October 29, QUARTA, German steamer, 733 T. T. Kock, Newdwang 19th October, and Chetoo 22nd, General—SIEMSEN & Co.  
October 29, PROPOSIS, British steamer, 1,887, Headley, Saxon 23rd October, Rice—ARMED, KARL, KARL & Co.  
October 29, BANTAM, Dutch steamer, 1,434, Blomberg, Amoy 25th Octo r. General—JARDINE, MATTHESON & Co.  
October 29, NORDEN, Danish str., 833, David-son, Wahn 23rd October, Rice—SIEMSEN & Co.  
October 29, YANGTZE, British steamer, 814, Sankt Whapner 29th October, General—SIEMSEN & Co.  
October 29, CANTON, British steamer, 1,110, Brenner, Shanghai 25th October, General—JARDINE, MATTHESON & Co.  
October 29, JACOB CHRISTENSEN, Norw. str., 1,103, J. F. Bjørn, Kristiania 24th October, Coal—MUNIC BUSAN KIASTRA.  
October 29, STATE OF MAINE, American ship, 1,467, Nickels, Cardiff 22nd June, Coal—P. & O. S. N. Co.  
October 29, SOCHINOW, British str., 326, C. Koch, Pahoi 26th October, Holbow 27th, and Macao 28th, General—CHINERIE.  
**CLEARANCES.**  
AT THE HARBOUR MASTER'S OFFICE.  
29th October  
Ferje, Danish str., for Haiphong.  
Yangtze, British str., for Ningpo.  
Fu-yen, Chinese str., for Shanghai.  
Zouma, Amer. ship, for Havre.  
Glencairn, British str., for Shanghai.  
Wildwood, Amer. bark, for Mactang.  
Belloropar, British str., for Amoy.  
Nobis, German steamer, for Shanghai.  
Chon-chow fu, German str., for Swatow.  
Gratitide British str., for Kuching.  
**DEPARTURES.**  
October 29, AMY, British str., for Whampoa.  
October 29, LA CLOCHETTE, French cruiser, for Whampoa.  
October 29, WELLS, German str., for Swatow.  
October 29, NORDEN, Danish str., for Whampoa.  
October 29, EPROS, British str., for Canton.  
October 29, YANKEES, British str., for Shanghai.  
October 29, FU-YEW, Chinese str., for Shanghai.  
October 29, CANTON, British str., for Whampoa.  
**PASSENGERS.**  
ARRIVED.  
Per Amoy, str., from Wuhan—7 Chinese.  
Per Quarts, str., from Newdwang, one—1 European, and 3 Mandarins.  
Per Bentan, str., from Amoy—170 Chinese.  
Per Proposis, str., from Saigon—Mr. Schneider, and 92 Chinese.  
Per Canton, str., from Shanghai—Dr. Wim, and 73 Chinese.  
DEPARTED.  
Per Timandra, str., for Australia—Messrs. G. Martin, A. Kerr, H. R. Lorley, Chas. Hitler, and Miss Forrest.  
**REPORTS.**  
The British steamer *Amoy*, from Wuhan 23rd October, reports light variable winds and fine clear weather with smooth seas throughout.  
The Dutch steamer *Bantam*, from Amoy 27th October, reports light N.E. and N.W. breeze with the weather a smooth sea throughout.  
The British steamer *Saxony*, from Pakhoi 26th October, Amoy 27th, and Macao 29th, reports fine weather and light easterly winds throughout.  
The American ship *State of Maine*, from Cambay 22nd June, speaks to the *Coriolanus* in lat. 2 S., long 118 E., from Middleborough for Shanghai, 10 days out.  
The British steamer *Castor*, from Shanghai 26th October, reports had light winds and fine weather throughout. Paid the str. Nanping, Foochow, Tsin-ko, and Diamon bound North.  
The German steamer *Quarta*, from Newdwang 19th October, and Chetoo 22nd, reports first part of the passage had strong N.E. monsoon and cloudy air; from Tung-yang variable winds and clear weather to port.  
The British steamer *Proposis*, from Saigon 25th October, reports had moderate to light east winds from Cape St. James to Cape Padrajan, thence to Parcels light easterly airs and fine weather, which continued to our arrival.

## FOR SALE.

S. PAUL PILSENER BEER.  
Case of 49 quarts at \$12.00.  
Case of 96 pints at \$13.00.  
RUSSELL & CO., Hongkong, 1st September, 1886. [1810]

## FOR SALE.

GEOEGE GOULET & CO.'S CHAMPAGNE "EXTRA DRY."  
\$12.00 per Case of 1 dozen quarts.  
\$20.00 per Case of 2 dozen quarts.  
PUSTAL & CO., Sole Agents, Hongkong, 1st October, 1886. [1872]

## FOR SALE.

HAMPAGNE "MONOPOLE."  
—HEIDSIECK & CO.—  
MONOPOLY RED SEAL (medium dry).  
Do. RED FOIL "DRY" (dry).  
Do. GOLD FOIL "DRY" (extra dry).  
CARLOWITZ & CO., Sole Agents for Heidsieck & Co., Paris, for Hongkong, China, and the East. Hongkong, 1st July, 1885. [1294]

## FOR SALE.

C. H. HEDGES & CO.'S CHAMPAGNE, 1880, WHITE SEAL.  
\$21.00 per case of 1 dozen quarts.  
\$22.00 per case of 2 dozen pints.  
PAUL LOPEZ & CO.'S CHABET GRAND Liqueur.  
\$25.00 per case of 1 dozen quarts.  
CLARET, CHATEAU LAFON.  
\$25.00 per case of 1 dozen quarts.  
S13.00 per case of 1 dozen quarts.  
\$14.00 per case of 2 dozen pints.  
PONTET CANET.  
\$26.50 per case of 1 dozen quarts.  
PALMER MAGNAUX.  
\$7.50 per case of 1 dozen quarts.  
\$8.50 per case of 2 dozen pints.  
LOREMONT.  
\$8.50 per case of 1 dozen quarts.  
JOHN WALKER & SONS' OLD HIGHLAND WHISKY.  
\$8.50 per case of 1 dozen bottles.  
CUTLER PALMER & CO.'S WINES AND SHIRTS.  
SIEMSEN & CO.

## FOR SALE.

WING TAI & CO.  
LOANS IN SECURITY OF LANDED PROPERTY IN HONGKONG, \$2,000, \$3,000, or \$4,000.  
For Particulars as to Interest, &c., Address, B.

## FOR SALE.

REMEDIOS & CO., Agents for Care of Daily Press Office, Hongkong, 1st January, 1886. [1881]

## INTIMATIONS.

**FURNISHING DEPARTMENT.**  
October 29, ALEX, British steamer, 814, Kohler, Wuhan 23rd October, Rice—SIEMSEN & Co.  
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October 29, SOCHINOW, British str., 326, C. Koch, Pahoi 26th October, Holbow 27th, and Macao 28th, General—CHINERIE.

**KENNINGTON CARPETS.**—These are in every respect equal to the medium quality Brussels Carpet, most Artistic in Design, inexpensive and durable, suitable for Dining and Drawing Rooms. A great variety to be selected from a variety of Patterns and Sizes, suitable for Reception and Bedrooms.

**WESTMINSTER CARPETS.**—These are similar in texture to a medium quality Brussels Carpet, most Artistic in Design, inexpensive and durable, suitable for Dining and Drawing Rooms. A great variety to be selected from a variety of Patterns and Sizes, suitable for Reception and Bedrooms.

**APPROVED CLAIMS.** on the ORIENTAL BANK CORPORATION, in Liquidation, or the BALANCES of such Claims purchased at 93 per Cent. on the original amount of Claims Agency of the NATIONAL LIFE ASSURANCE SOCIETY.

**ORIENTAL CARPETS AND RUGS.**—A splendid collection of Antique Persian and Indian Carpets and Carpets—Daghestan, Kasals, and Scinde Rugs in great variety. An immense assortment of Axminster and Velvet Carpet Rugs, Soft Carpets, and Door Mats. Sheepskin Rugs and Mats in all Colors.

**CURTAIN DEPARTMENT.**

A large Assortment of CURTAINS in every Texture—Madras, Guipure, Swiss and Netting-han lace, from \$2.00 per pair—Some special novelties.

**TAPISSEY CHERESES.** with Borders and Dado and Dado to Match, in every variety of design and coloring—require no making or trimming—from \$10 per pair.

**TAPISSEY AND COVERING FABRICS.**—The most wonderful improvements have been made within the last few years in the Manufacture and Coloring of Covering Fabrics. The Artistic value which some of these goods have over others of double width is extraordinary. LANE, CRAWFORD & CO. have a very large variety of patterns, double width, from \$1 per yard. Also Fringes and Trimmings made specially to match.

**NOVELTIES IN PLUSH and TAPESTRY TABLE COVERS, TILES, Toilet Covers and Antimacassars.**

**HOUSEHOLD DRAPERS.**

**ARTISTIC DRAPERS AND MANTEL BORDERS.**

**PIECES OF FABRIC.**

**PIECES OF FABRIC.**

**REDBEDSTEAD DEPARTMENT.**

LANE, CRAWFORD & CO. have sold less than 100 Bedsteads, a stock of various patterns to suit all purposes; they have just received an elegant all Brass Half Canopy Bedstead and a very handsome all Brass Post Dado which are now on view.

**50 PAIRS OF JUST RECEIVED.**

50 Pairs of Bedsteads, size 3 feet 6in. by 6 feet 6in. at \$12 each.

**SPRING MATTRESS—Sanitary Woven Wire and Chain Spring Mattresses in every size to fit any Bedstead.**

**BEDDING.**

LANE, CRAWFORD & CO. have sold less than 100 Bedsteads, a stock of various patterns to suit all purposes; they have just received an elegant all Brass Half Canopy Bedstead and a very handsome all Brass Post Dado which are now on view.

**OLD MATTRESSES purified and re-made.**

**OLD FURNITURE Re-covered equal to New Estimates and designs free.**

LAINE, CRAWFORD & CO., Hongkong, 25th October, 1886. [26]

**KELLY & WALSH, LIMITED.**

Are now showing their NEW SEASON'S CHRISTMAS & NEW YEAR'S CARDS.

Comprising a magnificent assortment of Prang's American Cards, Hand Painted Cards handsomely mounted in plush and satin. Painted Opals and a very large selection of Cheap Cards ranging in price from 5-Cents upwards.

**THE SPECIAL NOVELTY OF THIS SEASON**

Consists of a Series of ORIGINAL WATER COLOUR PANEL SKETCHES

Depicting Chinese Life and Character specially painted for us by ENGLISH ARTISTS.

We are SOLE AGENTS for Mr. Griffith's CHINESE PHOTOGRAPHIC VIEWS OF HONGKONG reduced to Cabinet size with PRINCIPAL ENGLISH VERSES which obtained so large a measure of success last year. A new set of Views and Character Sketches with suitable greetings in English and German is in active preparation.

**NTMAI NS.**

**CHINA FIRE INSURANCE COMPANY, LIMITED.**

**ADJUSTMENT OF BONUS FOR THE YEAR 1885.**

**SHAREHOLDERS** are hereby requested to send in to this Office a List of their Contributions of Premium for the year ending 31 December last, in order that the proportion of Premiums to be paid to each Member may be ascertained. Returns must be made up before the 30th November next, will be made up by the Company and no subsequent claims or alterations will be allowed.

By Order of the Directors,

J. A. COUGHTREY, Secretary.

Hongkong, 1st October, 1885. [1873]

**HONGKONG FIRE INSURANCE COMPANY, LIMITED.**

**ADJUSTMENT OF BONUS FOR THE YEAR 1885.**

**SHAREHOLDERS** in the above Company are requested to furnish the Undersigned with a List of their Contributions for the year ending 31 December last, in order that the proportion of Premiums to be paid to each Member may be ascertained. Returns must be made up before the 30th November next, will be made up by the Company and no subsequent claims or alterations will be allowed.

By Order of the Directors,

J. A. COUGHTREY, Secretary.

Hongkong, 1st October, 1885. [1873]

**CHRISTMAS CARDS.**

W. BREWER has just received a

large Assortment of American Christmas Cards consisting of

Very handsome boxes Satin Cards.

Real Gold Blocked Cards on various Coloured Grounds.

An enormous Assortment of very tastefully hand painted Cards.

**SHAREHOLDERS** in the above Company are requested to furnish the Undersigned with a List of their Contributions for the year ending 31 December last, in order that the proportion of Premiums to be paid to each Member may be ascertained. Returns must be made up before the 30th November next, will be made up by the Company and no subsequent claims or alterations will be allowed.

By Order of the Directors,

J. A. COUGHTREY, Secretary.

Hongkong, 1st October, 1885. [1873]

**REMEDIOS & CO., LTD., HONGKONG.**

Notice

REMEDIOS & CO., Agents for Care of Daily Press Office, Hongkong, 1st January, 1886. [1881]

## BANKS.

**THE NEW ORIENTAL BANK CORPORATION, LIMITED.**

Authorised Capital \$2,000,000.

Paid Up \$200,000.

Registered Office 40, THIRRAIDEN STREET, LONDON.

**BRANCHES IN INDIA, CHINA, JAPAN, AND THE COLONIES.**

Comprising—SATSUMA, KAGOSHIMA, IAMI, AND TOKIO, YASAKI, JAPAN, CHINA, TAIWAN, COLOMBO, BOMBAY, PENANG, & SINGAPORE.

**THE STEAMSHIP "ORION."**

having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods with the exception of Opium, are being landed at their risk into the Godowns of the Undersigned.

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## INTIMATIONS.

CHINESE IMPERIAL GOVERNMENT  
EIGHT PER CENT. LOAN OF 1881.

## SEVENTH DRAWING.

**N**O NOTICE IS HEREBY GIVEN that in conformity with the stipulation contained in the Bonds of this Loan, the following Number of Bonds to be paid off at Par at the Office of the HONGKONG AND SHANGHAI BANKING CORPORATION, in Hongkong, on the 28th day of October, 1886, when the interest thereon will cease to be payable, were this day Drawn at the Office of the said Corporation in Hongkong, in the presence of HUMBERT MAURICE BEVIS, Esquire, Chief Accountant of the said Corporation, and of the undersigned Notary.

## NUMBERS OF BONDS DRAWN.

1,036 Bonds, Nos.—

6	16	29	32	33	48	53
53	71	78	87	94	104	110
120	135	134	144	151	160	167
175	183	192	199	215	222	229
230	246	254	265	272	279	286
237	238	301	311	320	326	332
343	312	338	343	374	387	394
388	392	403	405	406	448	450
454	463	474	480	485	496	503
511	530	523	535	544	550	556
588	573	589	596	607	616	621
628	637	645	654	662	670	678
678	688	703	709	719	725	734
734	744	751	760	765	776	781
791	798	803	812	825	844	853
815	836	871	878	889	893	895
901	911	919	929	934	943	951
935	947	984	992	1000	1008	1012
1024	1029	1039	1046	1056	1063	1070
1072	1084	1094	1104	1111	1120	1128
1132	1144	1152	1160	1168	1174	1181
1192	1199	1205	1216	1224	1231	1238
1244	1253	1263	1272	1276	1288	1296
1311	1316	1326	1335	1343	1351	1357
1411	1424	1431	1438	1448	1455	1464
1471	1480	1485	1504	1511	1519	1537
1538	1538	1543	1551	1557	1566	1576
1633	1641	1650	1661	1670	1677	1686
1681	1690	1698	1705	1711	1721	1730
1737	1747	1754	1761	1771	1777	1786
1794	1802	1810	1817	1826	1835	1843
1857	1871	1883	1891	1897	1904	1913
1902	1927	1937	1945	1952	1960	1969
2017	2025	2033	2041	2051	2067	2073
2073	2082	2089	2097	2108	2114	2121
2129	2138	2145	2154	2161	2173	2185
2194	2201	2210	2217	2226	2235	2243
2250	2258	2267	2275	2282	2289	2298
2298	2314	2323	2331	2337	2346	2356
2367	2373	2381	2388	2395	2403	2410
2420	2429	2436	2443	2450	2457	2467
2479	2486	2493	2502	2510	2519	2528
2544	2551	2558	2562	2565	2575	2584
2640	2648	2656	2661	2673	2678	2683
2696	2704	2712	2717	2727	2734	2743
2750	2765	2774	2784	2792	2799	2807
2813	2822	2832	2843	2846	2856	2864
2884	2893	2901	2910	2918	2926	2935
2935	2943	2951	2960	2967	2975	2983
2983	2992	3000	3007	3014	3024	3032
3032	3040	3045	3055	3063	3071	3078
3088	3096	3102	3111	3118	3128	3132
3143	3152	3158	3164	3175	3182	3191
3199	3201	3209	3217	3226	3235	3241
3249	3257	3265	3273	3283	3292	3297
3305	3313	3320	3328	3337	3345	3353
3361	3369	3378	3386	3394	3402	3410
3421	3429	3437	3445	3453	3461	3469
3479	3486	3493	3502	3510	3519	3528
3529	3536	3541	3545	3552	3560	3567
3584	3591	3602	3609	3617	3627	3635
3641	3649	3657	3665	3673	3681	3689
3687	3705	3714	3723	3739	3758	3765
3753	3761	3773	3780	3787	3793	3804
3813	3817	3825	3834	3852	3869	3881
3857	3873	3881	3892	3901	3911	3920
3875	3884	3891	3900	3908	3917	3926
3949	4002	4008	4016	4022	4032	4040
4048	4053	4064	4071	4078	4086	4097
4104	4110	4116	4127	4135	4143	4150
4159	4166	4175	4180	4192	4198	4208
4213	4221	4228	4240	4246	4255	4264
4264	4272	4280	4288	4296	4304	4313
4319	4326	4335	4344	4350	4358	4367
4374	4385	4393	4401	4409	4417	4426
4439	4447	4455	4463	4472	4477	4486
4497	4498	4504	4512	4519	4527	4534
4544	4552	4550	4558	4565	4573	4581
4600	4607	4616	4624	4631	4639	4646
4656	4664	4679	4689	4696	4704	4718
4767	4779	4787	4795	4806	4810	4817
4817	4826	4832	4839	4847	4856	4862
4875	4881	4887	4894	4901	4913	4922
4930	4945	4953	4961	4970	4980	4988
5003	5011	5019	5029	5037	5043	5051
5041	5049	5058	5073	5082	5093	5101
5097	5105	5113	5121	5129	5135	5145
5153	5161	5169	5175	5183	5190	5201
5207	5237	5243	5254	5262	5271	5278
5281	5294	5298	5305	5313	5321	5329
5321	5327	5335	5342	5350	5358	5366
5377	5385	5393	5401	5409	5417	5425
5430	5439	5447	5456	5464	5472	5480
5487	5495	5503	5511	5519	5527	5535
5545	5553	5561	5569	5577	5585	5593
5608	5614	5623	5629	5640	5654	5662
5663	5678	5686	5694	5704	5709	5715
5720	5725	5735	5741	5752	5760	5768
5774	5782	5789	5797	5805	5813	5821
5824	5832	5840	5848	5856	5864	5872
5881	5887	5894	5901	5908	5915	5922
5938	5945	5952	5959	5966	5973	5980
5995	6002	6009	6016	6023	6030	6038
6056	6064	6072	6080	6088	6096	6103
6111	6127	6139	6144	6146	6151	6158
6168	6174	6184	6193	6207	6216	6224
6232	6240	6248	6254	6261	6268	6276
6279	6288	6295	6303	6310	6318	6326
6334	6344	6352	6360</td			

the tenant paying all taxes and expenses to \$30,000. For the money owing him to have been paid would be a fair sum, but he had not succeeded. I am not aware that properties have recently been bought at prices yielding considerably less than seven per cent. I have sold properties at a good deal more than I gave for them, and none of them are yielding less than seven per cent. In making up the account for the half of the property outstanding over \$30,000 Messrs. David Sisson, Sons & Co. deducted the interest due on the \$50,000. That is the return on the half share, not the quarter. The account is made out to Messrs. Chater and Moly. I am a partner with Mr. Moly. Mr. Moly and I owing a full half share only received \$3,300 a full half share of the rents for the first half of the year. We have been getting a good deal of additional rent—the conversion of the Paya houses from foreign to Chinese houses. It is not want of tenants that has reduced the rents, but that the tenants have been turned out for the purpose of making the alterations as per our lease with the new tenant. That may not be in the lease, but it is part of our agreement. The only real cost of making the alterations \$3,300 for 1885 to \$3,600 for the first half of 1886. There has been a good deal of additional rent—the conversion of the Paya houses from foreign to Chinese houses. The Company has not deducted the interest on the \$50,000; they credited me with the full amount and debited me with the interest separately. [The witness here went to his office for the accounts, which he produced in his return.] Two European houses have been converted into six Chinese houses. One European house in company with the conversion of the others was finished. Until this work is completed the lessee is paying us \$600 a month less. I should not say it would have been a good investment for any one who had the money to have bought the property in 1882 at a price yielding seven per cent, when he could buy other properties yielding eight and ten per cent. There were some properties bought near the Harbor at \$10,000 per month, including a month's rent, and yielding \$135 a month gross. Another property I bought for \$10,500 yielding \$100 a month gross. I record that property for \$15,000. That had been an increase in the rental. It was about the end of 1882 I bought that property.

Mr. F. D. Sisson said—I am a member of the Legislative Council, a merchant, and part owner of the "Kwok Yen Kai." Originally my share was a half, now it is a ninth, and I have given my share to Mr. Meyer Sisson in 1884, and the transfer was made in 1885. Kwok Yen Kai made default in the payment of interest in March, 1883, and we received no interest after that date. Mr. Joseph, of my office, collected the rents and kept the account. The property was foreclosed in June, 1884, for \$3,518.75. I would have preferred to wait for the foreclosure at that date. I remember making a memorandum of the rents before 3rd February, 1884, and 17th June, 1884. We employed a watchman because otherwise some of the tenants would have absconded.

Mr. Francis—I think I took what was put in the affidavit by the solicitors or written out of the affidavit.

Mr. Leach—As a rule, your documents are placed before me to sign. I read them. I saw plainly that I do not remember reading this affidavit, but there was no reason why I should make an exception to the rule.

Mr. E. H. Joseph, assistant to Messrs. D. Sisson, Sons & Co., gave evidence as to the rents of the various parts of the firm of Wotton and Deacon, solicitors, gave evidence as to the hearing of the previous suit and the execution of the various deeds referred to; also as to the costs of the suit.

In re-examination by Mr. Leach the witness, in reply to a question as to whether it was usual for a solicitor to act for both parties, said the Chinese would not go to another solicitor. They did in some instances, but with their greatest reluctance, and in those days (1881) they never did. The solicitors simply could not get them to go.

His Lordship said that a solicitor acting in the way described compromised both parties, and that it was not just.

Mr. W. Danby, civil engineer, architect, and land surveyor, gave evidence as to the alterations made to the property built by the Oriental Bank. The original amount spent on the building and rebuilding was \$40,000. He valued the property in May, 1881, at \$90,000. When he made that calculation he had to assume the rental and took it at \$20,000. Deducting the expenses and capitalising the net rental at eight per cent, the value was \$20,000, or 12 years purchase. In 1884 the rental was \$21,384, which being capitalised at eight per cent gave \$263,568. Since that property had increased in value, the rentals were raised to \$22,500, and the net rental \$21,521, which being capitalised at eight per cent gave a value of \$293,490. It has also another calculation based on the value of ground at the present time. For this purpose he divided the ground into three sections. That with the Praya frontage he valued at \$1 per square foot; the rest at \$1.20 per square foot, and the total value \$34,750. That with the Queen's Road frontage he valued at \$1.2 per square foot, 3,288 square feet—\$38,855. The remaining portion, 27,749 square feet, at \$3 gave \$163,902. The total was \$263,568.

Mr. Francis—it was hard to say what would people give for ground without any buildings on it. He knew his property well but the court had no knowledge of it. The facts he had not been able to prove that the mortgagors had not been pulled down nor were they liable. His Lordship had based his calculations on a return of eight per cent, but Chinese would sometimes give prizes which would not yield that return.

This close the evidence.

Mr. Leach—in summing up for the defense, said his learned friend had said there had been a waiver of receipt of interest at the date before the suit was brought. The fact was that there had been no evidence tendered on the subject, but even so far as that had been done, he could prevent the mortgagors calling for their interests when they thought fit. He did not suppose that there was a single mortgage in the colony where the interest had been paid punctually on the actual date it was due. Another point was that there had not been a little of evidence given as to the mortgagors' right to call for the interest, and the defendant was entitled to his protection, to have the defendants bring in the accounts and show that the disbursements for which they claimed to pay the interest were not for the benefit of the mortgagors but for their own interest.

Mr. Wise said some of the creditors had told him they would find the money, but they were bound to show at the hearing that the mortgagors were ready to pay all that was due under the mortgage, and that the defendant was entitled to his protection in the suit.

Mr. Francis said that even admitting the accounts were correct, he submitted the plaintiff was entitled to his protection, to have the defendants bring in the accounts and show that the disbursements for which they claimed to pay the interest were not for the benefit of the mortgagors, but for their own interest.

Mr. Leach said that in the present case the parties had the money to be accounted for, whereas in the case of Paley v. Ward, the defendant thought it might not be accounted for, but he could set aside to meet another claim.

Mr. Leach said there certainly was the distinction his Lordship pointed out, but he went on to argue that the error, involving at most a few hundred dollars, was not such as would entitle the court to refuse the foreclosure. As to the error in the calculation of the Registrar of the Court, and it could not be said the mortgagor had not an opportunity of coming forward, as he had an attorney here, who might have asked that it should be clarified.

The plaintiff denied being the person who would be entitled to the affidavit, and he brought evidence to prove that he left the colony for Singapore on the 24th July, three days before the date of the suit, and did not return until the 26th inst.

He was discharged.

IN SUMMARY JURISDICTION.

29th October.

BEFORE MR. JUSTICE RUSSELL.

A. J. VIEIRA V. ANTONIO D'EAZA AND ANOTHER, 718.

Mr. Wilkinson (Messrs. Caldwell and Wilkinson), who appeared for the plaintiff, said the case had been heard last week, and his Lordship had promised judgment to-day.

The complainant said he was walking in Square-street when the defendant came behind him and gave him a severe cut on the right shoulder. There were several men with him, and when at the time, the complainant remonstrated with the defendant that he had the evidence of the Register of the Court, and it could not be said the mortgagor had not an opportunity of coming forward, as he had an attorney here, who might have asked that it should be clarified.

Still if he pressed his claim he must have judgment. He could not lose sight of the fact, however, that the claim was on payment of principal, not that of interest, and if it had been advanced to \$20,000, it would have been paid off, and the defendant would have been entitled to a great deal of interest.

He should, therefore, as far as he could, meet the equity of the case by giving him for payment, so that some arrangement might be come to, if possible, before execution was issued.

Mr. Wilkinson said he was instructed to seek immediate execution, but if his Lordship would grant that for the full amount, perhaps he could grant immediate execution as to the \$200 actually advanced, and allow the interest to stand over.

Lau Akin, for possession of prepared opium without a permit from the Opium Farmer, was fined \$5, and in default of payment he was sent to jail for three weeks.

Link Aleng was fined \$50 for keeping an unlicensed brothel at No. 5, Lee On-lan, and in default of payment he was sent to jail for three months.

OPUM CASES.

Judge Denny and Mr. Denny returned to China from Tientsin on the *Tung-tzu* on the 27th October. As you are doubtless aware the Foreign Land Regulations in Korea are to be

more than the mortgage debt. The question of the amount of the plaintiff for the amount claimed, but ordered stay of execution with the view of some arrangement being made, in justice to the other creditors.

CATANZO V. SILVA, \$25.55.

The defendant did not appear, and judgment was given for the plaintiff for the amount claimed, with costs.

CRIMSON BANK V. MORDAY, \$17.50.

The defendant not appearing to dispute the claim, judgment was given for the plaintiff with costs.

A. G. GORDON V. R. C. HURLEY, \$120.38.

Mr. Holmes for the plaintiff.

The defendant is Secretary of the Victoria Laundry Company, admitted the debt, but asked for a stay of execution for a week, by which time the Company would have received various payments, and would be in a position to discharge the debt. The Company was not finally wound up, and the assets were not recovered.

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The complainant was not present, the defendant had been dead, and he was not called upon to give his opinion.

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